

RESOLUTION NO. 79-99

RESOLUTION APPROVING AGREEMENT
WITH THE CITY CAB COMPANY FOR
DIAL-A-RIDE EXPIRING JUNE 30, 1980

RESOLVED that the City Council of the City of Lodi does hereby approve an Agreement dated July 3, 1979 with the City Cab Company for Dial-A-Ride, a copy of which Agreement is attached hereto and thereby made a part hereof, and is marked Exhibit "A".

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute said Agreement on behalf of the City.

Dated: July 3, 1979

I hereby certify that Resolution No. 79-99 was passed and adopted by the City Council of the City of Lodi in an adjourned regular meeting held July 3, 1979 by the following vote:

Ayes: Councilmen - Hughes, Katnich, McCarty,
Pinkerton and Katzakian

Noes: Councilmen - None

Absent: Councilmen - None


ALICE M. REIMCHE
City Clerk

AGREEMENT FOR DIAL-A-RIDE

This Agreement entered into this 3rd day of July 1979
by and between City of Lodi, a Municipal Corporation, herein-
after called CITY and Wynston Margrave and Rae Neel
Margrave, his wife, doing business as City Cab Co. of Lodi,
California, hereinafter called COMPANY.

The parties hereto do hereby acknowledge that each have
read and are completely familiar with the Dial-A-Ride Demon-
stration Project Implementation Plan prepared by J.H.K. &
Associates, dated December 2, 1977. The provisions and intent
of that Plan are incorporated herein by this reference.

In order to carry out said Plan, the parties hereto are
entering into this agreement to cover the specific items of obliga-
tion of the respective parties. In consideration of the mutual
covenants and conditions herein contained, it is hereby agreed
between the parties as follows:

1. Company will have available sufficient taxi cabs in
order to provide the levels of service outlined in

the Dial-A-Ride Demonstration Plan within the incorporated limits of the City of Lodi, between the hours of 8:30 a.m. to 5:30 p.m. on Monday through Friday of each week, excluding holidays.

Company shall log on a separate log sheet all Dial-A-Ride callers. Drivers for Company will record on their log sheets those customers who are Dial-A-Ride customers.

City and Company agree that sharing of the cab with the regular passenger and the Dial-A-Ride passenger is permissible, with the understanding that the regular passenger will be notified at the time of the call and may refuse to share a cab. Dial-A-Ride passengers are required to share rides with other Dial-A-Ride passengers.

Only one fare shall be charged for up to three Dial-A-Ride passengers travelling between the same origin point and destination point.

Company agrees to maintain their equipment in good, clean, neat operating condition at all times during the term of this agreement both the interior and exterior.

Company agrees that the response time for a Dial-A-Ride customer shall be no more than thirty minutes, it being the intention that the same level

of service be rendered to a Dial-A-Ride passenger as to a regular passenger. Dial-A-Ride customers shall be urged to be available at the curbside for pick-up so that Company will not have to wait longer than a minute to a minute and a half for the customer to appear. In this respect it is agreed that this time limit will have to be varied in the case of handicapped passengers.

Company agrees to indemnify and hold the City of Lodi free and harmless from any claim or demand for damages to persons or property that may occur while operating under this agreement and serving Dial-A-Ride passengers. In this respect, Company agrees to furnish to City a Certificate of Insurance showing the issuance of coverage of \$100,000; \$300,000; \$100,000 liability with the City of Lodi named as an additional insured in said policy. In the event of the non-issuance of said insurance or in the event of cancellation of said policy and failure to substitute another policy, City reserves the right to cancel and terminate this agreement.

Company agrees to submit to the City cancelled tickets for all Dial-A-Ride passengers served by them and at the same time shall present copies of the regular taxi

logs as well as the drivers' logs. These tickets and logs shall be presented bi-weekly.

Company acknowledges that it has read the J.H.K. Plan and specifically the information regarding project monitoring and evaluation commencing on Page 10 and terminating at the bottom of Page 13. The information required therein shall be furnished by Company to City or its designated agent when requested.

Company agrees to accept the ticket coupon which City will furnish to the Dial-A-Ride passengers and, in the event of doubt as to the eligibility of the passenger to use a Dial-A-Ride ticket, the driver may ask the passenger to show his or her identification card.

City's obligation under this agreement is set forth in said J.H.K. Plan and specifically, City agrees to:

Perform the obligations imposed upon it in the said Dial-A-Ride Plan.

Reimburse Company at the rate of \$2.10 for each Dial-A-Ride ticket presented to City bi-weekly during the term of this agreement upon presentation of logs and records of Company which establishes the number of Dial-A-Ride passengers served by Company.

City accepts the responsibility of designing, printing and selling Dial-A-Ride tickets to qualified passengers and maintaining a record of the tickets sold to each eligible user. The parties do hereby agree that this agreement shall be for the period July 1, 1979 to June 30, 1980. Each party reserves the right during said period to terminate and cancel this agreement in the event that the monitoring of this project shows that the same is economically impossible for Company to continue the operations without a fare adjustment or in the event that City determines that Company is not carrying out the intent and spirit of the Plan by furnishing clean, courteous and prompt service to Dial-A-Ride passengers.

IN WITNESS WHEREOF the parties have set their hands the day and year first hereinabove written.

CITY OF LODI
a municipal corporation

By _____
Mayor

Attest: _____
City Clerk

By _____
Wynston Margrave

By _____
Rae Neel Margrave

dba CITY CAB CO.